

Title Number : GM883433

This title is dealt with by Land Registry, Fylde Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 2 FEB 2013 at 13:11:21 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: GM883433
Address of Property	: land lying on south side of Castlemere Close Winstanley, Wigan
Price Stated	: £505,000
Registered Owner(s)	: BDW TRADING LIMITED (Co. Regn. No. 03018173) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leics LE67 1UF.
Lender(s)	: None

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 2 FEB 2013 at 13:11:21. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title.

GREATER MANCHESTER : WIGAN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying on south side of Castlemere Close Winstanley, Wigan.
- 2 The mines and minerals together with ancillary powers of working are excepted.
- 3 (18.08.1995) The land tinted yellow on the filed has the benefit of the following rights reserved by but is subject to the following rights granted by the Conveyance dated 5 July 1995 referred to in the Charges Register:-

"TOGETHER WITH the right

(1) to enter onto and upon the retained land of the Vendor being the residue of the land described in and conveyed by a Conveyance dated 27 August 1951 ("the 1951 Conveyance") and made between the personal representatives of George Hildyard Bankes (1) and Thomas Alker (2) as is shown coloured pink on the plan annexed hereto ("the Retained Land") with or without men machinery and materials for the purposes of repairing maintaining inspecting cleansing or renewing the sewers drains manholes and surface works and

(2) to lateral and subjacent support for the said sewers drains manholes and surface works as aforesaid PROVIDED THAT the Purchaser or the person or persons exercising such rights shall caused as little damage as possible to the Retained Land and shall make good all damage caused

(3) of lateral and subjacent support for the Property from the Retained Land.

.....
.....

EXCEPT AND RESERVING to the Vendor and its Successors in title

(1) the right at any time to erect or suffer to be erected new buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property and any access of light to be enjoyed by the licence or consent of the Vendor and not as of right

(2) the right of support from the Property for the Retained Land

(3) the right to pass and repass to and from the Retained Land at all times with or without vehicles of any description and for all purposes connected with the use and enjoyment of the Retained Land over and along the Spine Road hereinafter defined PROVIDED ALWAYS that all and any damage cause din in the exercise of the aforementioned rights shall be made good in a prompt and sufficient and good workmanlike manner to the reasonable satisfaction of the Purchaser."

A: Property Register continued

NOTE: Copy plan to Conveyance dated 27 August 1951 filed under GM698493.

- 4 (18.08.1995) The Conveyance dated 5 July 1995 referred to in the Charges Register contains the following provisions:-

It is hereby agreed and declared that:-

(1) the Purchaser and its Successors in title shall not acquired any rights of light or air or other rights in the nature of easements or quasi easements (except as herein specified) over the Retained Land and its Successors in title which would restrict the free use of the same for building or any other purpose

(2) this Conveyance does not include any rights in favour of the Purchaser over the Vendor's Retained Land (except as herein specified) and the operation of Section 62 of the Law of Property Act 1925 in favour of the Purchaser is excluded from this assurance to the Purchaser."

- 5 (21.10.1998) The land tinted yellow on the filed plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land adjoining the north east side of the said land dated 1 September 1998 made between (1) A & J Mucklow & Co Limited and (2) Barratt Homes Limited.

NOTE: Copy filed under GM796144.

- 6 (24.10.2001) The land tinted blue on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 21 September 2001 referred to in the Charges Register:-

"13.2 The Transferor hereby grants with full title guarantee to the Transferee the Granted Rights for the benefit of the Property and each and every part thereof

13.3 There is excepted and reserved out of the Property in favour of the Transferor for the benefit of the Retained Land and each and every part thereof and any building or buildings or other forms of development erected or constructed or to be erected or constructed thereon or on some part thereof within the Perpetuity Period (in common with all others entitled to the like rights) the Reserved Rights

.....
.....

THE FIRST SCHEDULE

The Granted Rights

1. A right of support from the Retained Land
2. The right to enter upon the Retained Land for the purpose of erecting and thereafter maintaining the fence to be constructed by the Transferee pursuant to paragraph 1 of the Third Schedule and for the carrying out of any other part or parts of the development of the Property which cannot be conveniently carried out from within the Property PROVIDED THAT in the exercise of such right the Transferee shall (a) give reasonable prior notice in writing to the Transferor of the Transferee's intention to enter upon the Retained Land and (b) make good any damage caused by such entry to the reasonable satisfaction of the Transferor as soon as possible after such entry

THE SECOND SCHEDULE

The Reserved Rights

1. A right of way at all times and for all purposes over the roads footpaths and cycleways in so far as the same are now within the Perpetuity Period constructed or to be constructed on the

A: Property Register continued

Property until the same are adopted by the Relevant Authority as highways maintainable at public expense PROVIDED THAT the person or persons exercising such rights shall (a) cause as little damage as possible to the Property (b) forthwith at its or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Transferee or (at the option of the Transferee) pay to the Transferee on demand the reasonable cost incurred by the Transferee in repairing or making good any damage so caused and (c) not use such roads for construction traffic other than construction traffic running on rubber tyres

2. The passage of Services through all Service Installations and Drainage through all Drainage Systems now or within the Perpetuity Period constructed or to be constructed within the Property PROVIDED THAT the person or persons exercising such rights shall (a) not damage the Drainage Systems or discharge and deleterious materials into the same (b) not do any act matter or thing which may delay or prevent the adoption of the Drainage Systems (c) not overload the Service Installations and (d) obtain the consent of the relevant competent authority to the connection with and use of the Service Installations

3. Such rights as may be reasonably necessary to enter the Property at any time within the Perpetuity Period for the purpose of connecting to inspecting maintaining repairing or cleansing the roads footpaths and cycleways and laying connecting to inspecting maintaining repairing cleansing or augmenting any of the Service Installations and Drainage Systems and for constructing repairing and maintaining any buildings or other structures to be erected on the Retained Land adjacent to the Property and doing all things (including the erection of scaffolding) as may reasonably be expected to facilitate the development of the Retained Land PROVIDED THAT the person or persons exercising such rights shall (a) give reasonable prior notice in writing to the Transferee to enter upon the Property (except in the case of emergency) and only enter upon such part of the Property as is necessary (b) obtain the approval in writing of the Transferee (such approval not to be unreasonably withheld or delayed and shall be given without payment to the Transferee) to such connections to the roads footpaths cycleways Service Installations and Drainage Systems and any new Service Installations and Drainage Systems which shall not be under a building or an intended building (an intended building being one for which planning permission has been granted)

(c) cause as little inconvenience or disturbance as reasonably possible to the Transferee (d) cause as little damage as reasonably possible to the Property and (e) forthwith at its or their own expense make good any damage so caused to the reasonable satisfaction of the Transferee or (at the option of the Transferee) pay to the Transferee on demand the reasonable cost incurred by the Transferee in repairing or making good any damage so caused

4. Such rights of support from the Property as may be reasonable necessary for the development of the Retained Land

5. Such other easements wayleaves licences rights and other privileges which shall be reasonably required to be granted to the Relevant Authorities for the benefit and advantage of the Retained Land or any part thereof and the Transferee hereby agrees that it shall if necessary grant to the Relevant Authorities such easements that they shall reasonably require in connection with the provision and maintenance of Service Installations and roads footpaths and cycleways for the benefit of the Retained Land PROVIDED THAT the form of such easements wayleaves licences rights and other privileges shall not impose any liability upon the Transferee other than for the purpose of any grant and shall be approved by the Transferee (such approval not to be unreasonably withheld or delayed)

A: Property Register continued

6. To facilitate the right (contained in paragraph 3) to connect to the roads footpaths and cycleways and to exercise the right (contained in paragraph 1) the right to remove so much of the fence to be constructed by the Transferee pursuant to paragraph 1 of the Third Schedule PROVIDED THAT the person or persons exercising such rights shall (a) give reasonable prior notice in writing to the Transferee to enter upon the Property and only enter upon such part of the Property as is necessary (b) cause as little damage as reasonably possible to the Property and (c) forthwith at its or their own expense make good any damage so caused to the reasonable satisfaction of the Transferee or (at the option of the Transferee) pay to the Transferee on demand the reasonable cost incurred by the Transferee in repairing or making good any damage so caused

PROVIDED ALWAYS THAT

(A) Save for the obligations in the Third Schedule nothing herein shall affect the layout or development of the Property over which such rights are to be exercised or the adoption of works capable of adoption or shall prejudice or otherwise interfere with the structurally completed buildings on the Property and the plot on which they stands

(B) The exercise of the rights referred to above are subject to

B.1 The Transferor paying a fair and proportionate part (based on user) of the expense of the repair maintenance renewal of the roads footpaths and cycleways and the Service Installations and the Drainage Systems until adoption

B.2 The Service Installations and Drainage Systems shall wherever practicable be beneath roads footpaths or verges and shall only be laid under the curtilage of any building or intended building if this is unavoidable

13.1 Definitions and Interpretation

In this Transfer the following words phrases expressions and descriptions shall have the meanings hereby assigned to them unless the context otherwise requires

13.1.1 "the Access Strip" means a strip of land on the Property nine decimal point one (9.1) metres wide being for a carriageway of five decimal point five (5.5) metres and two footpaths of one decimal point

eight (1.8) metres each to lead from a road to be constructed on the Property to the Retained Land in a position where the boundary of the Property and the boundary of the Retained Land connect to be determined by the Transferee and approved by the Transferor (such approval not to be unreasonably withheld or delayed)

13.1.2 "the Agreements and Declarations" means the agreements and declarations set out in the Fourth Schedule hereto

13.1.3 "Drainage" means the disposal of foul and surface water

13.1.4 "Drainage Systems" means any sewers drains pipes manholes culverts channels watercourses and other conduits and systems necessary for Drainage

13.1.5 "the Granted Rights" means the rights liberties and easements set out in the First Schedule hereto and granted to the Transferee for the benefit of the Property and each and every part thereof

13.1.6 "the Perpetuity Period" means the period of eighty (80) years from the date of this Transfer

13.1.7 "the Relevant Authorities" means the County Council and Local Planning and Highway Authorities the Town or Parish Council

A: Property Register continued

and the gas water electricity and any other authority company person body corporation or organisation concerned with the adoption of roads and Drainage Systems or the supply of Services and "Relevant Authority" means any one of them as the context shall admit

13.1.8 "the Reserved Rights" means the rights liberties and easements set out in the Second Schedule hereto and reserved to the Transferor for the benefit of the Retained Land

13.1.9 "the Retained Land" means the freehold land at Cranberry Ley Farm Ashton-in-Makerfield Wigan Greater Manchester as the same is at the date hereof registered with title absolute at H M Land Registry under Title Number GM822439 but excluding the Property

13.1.10 "Service Installations" means all pipes conduits poles wires optic fibres cables mains ducts ventilation shafts and other channels and other conducting media and all ancillary equipment necessary for the supply of Services

13.1.11 "Services" means the supply of water gas electricity and telephone communication

13.1.12 "the Transferee's Covenants" means the covenants on the part of the Transferee set out in the Third Schedule hereto

13.1.13 The expressions "the Transferor" and "the Transferee" shall (where appropriate) include the successors in title of the Transferor and the Transferee respectively

13.1.14 References to a clause are (unless the context otherwise requires) to a clause of this Transfer and references to a paragraph are (unless the context otherwise requires) to a paragraph of a Schedule to this Transfer

13.1.15 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

13.1.16 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeable in that manner

13.1.17 The clause and paragraphs headings in this Transfer and the Schedules hereto are for convenience only and do not affect its interpretation

13.1.18 References to a statute or a provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force"

7 (24.10.2001) The Transfer dated 21 September 2001 referred to in the Charges Register contains the following provision:-

"13.5 The Agreements and Declaration shall be incorporated in this Transfer

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THE FOURTH SCHEDULE

Agreements and Declaration

1. The Transferee shall not by virtue of this Transfer or otherwise be entitled to any rights or access of light or air or any other easement or privilege which would restrict or interfere with the free use of the Retained Land or any adjoining land for building or any other purpose other than the Granted rights

2. The Transferor may at any time release vary or modify any of the Transferee's Covenants and the Transferee's Covenants shall not operate to impose any restriction on the manner in which the

A: Property Register continued

Transferor may deal with the Retained Land"

- 8 (22.07.2002) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 9 (22.07.2002) Where the parts edged and numbered in green on the filed plan include parts of joint driveways and turning areas rights of way are reserved thereover.
- 10 (22.07.2002) Where the parts edged and numbered in green on the filed plan adjoin external walls constructed on the boundaries of the parts so edged and numbered, rights of entry for the purpose of maintenance and repair are reserved thereover.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (24.10.2001) PROPRIETOR: BDW TRADING LIMITED (Co. Regn. No. 03018173) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leics LE67 1UF.
- 2 (24.10.2001) The price stated to have been paid on 21 September 2001 was £505,000.
- 3 (24.10.2001) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (23.09.1999) A Deed dated 3 April 1967 made between (1) William Hodgkinson (Proprietor) and (2) The National Coal Board (The Board) contains the following covenants affecting the land tinted blue on the filed plan:-

"HEREBY COVENANTS with the Board as follows:-

.....
.....
(b) on making any disposition of the premises or any part thereof (including any Lease Tenancy or Agreement for Lease or Tenancy of the same) to cause the person or persons in whose favour the disposition is made to undertake by agreement in writing with the Proprietor that neither such Grantee or Grantees nor those deriving title coming under them will at any time or times make any claims or demands in respect of any destruction loss or damage of any nature or kind to the premises or any part thereof or any crops or other things therein or thereon arising from or consequent on subsidence prior to the date of this present Agreement occasioned to the premises or any part thereof by mine workings and that such Grantee or Grantees will keep the Board indemnified against any such claims or demands PROVIDED FURTHER that in obtaining such undertakings the proprietor shall be trustee for the Board and shall assign all the right and benefit thereof to the Board at the request and cost of the Board"
- 2 (23.09.1999) An Agreement dated 30 July 1984 between (1) William Hodgkinson and (2) North Western Electricity Board related to the erection and maintenance of overhead transmission lines.

C: Charges Register continued

NOTE: Neither the original Agreement nor a certified copy or an examined abstract is retained in the Land Registry.

- 3 (18.08.1995) A Conveyance of the land hatched blue on the filed plan and other land dated 5 July 1995 made between (1) A & J Mucklow & Co Limited and (2) Barratt Homes Limited contains the following covenants:-

"For the benefit and protection of such of the Retained Land as is capable of being benefitted or protected and with intent to bind so far as legally may be itself and its Successors in title owners for the time being of the property or any part thereof in whosoever hands the same may come the Purchaser covenants with the Vendor to perform and observe the following covenants:-

(1) Within five years of the date hereof ("the Development Period") not to erect upon the property or any part thereof any building that do not broadly conform with the style and type of the buildings erected or being erected by the purchaser to the West of the Property

(2) Not to use or permit to be used any buildings erected upon the Property hereby transferred for any purposes other than that of dwellinghouses (which for the avoidance of doubt shall include flats)

(3) Not during the Development Period to permit any hut caravan shed or house on wheels to be erected on any part of the property other than a site compound or hut in connection with the development of the property which shall be removed forthwith upon completion of the development

(4) Not to dig or suffer to be dug or excavated any gravel sand or clay from or upon any part of the property other than as may be necessary to implement the development thereof

(5) Not to use the property for the purpose of carrying on the trade or business of an inn keeper or licensed victualler or for the retail of any liquors."

- 4 (18.08.1995) The land hatched blue on the filed plan is subject to the following rights reserved by the Conveyance dated 5 July 1995 referred to above:-

EXCEPT AND RESERVING to the Vendor and its successors in title

(1) The right at any time to erect or suffer to be erected new buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light to be enjoyed by the licence or consent of the Vendor and not as of right

(2) the right of support from the Property for the Retained Land"

- 5 (29.08.1996) If and so far as affected thereby the land hatched blue on the filed plan is subject to such rights of drainage, water, gas and electricity supply services and other rights as may have been granted by Transfers or Leases of adjoining or neighbouring land.

- 6 (23.09.1999) A Transfer of the land tinted blue on the filed plan and other land dated 2 September 1999 made between (1) Ziad Salim Mustafa Al Dajani (Transferor) and (2) John Robinson (Transferee) contains the following covenants:-

"The Transferee for himself and his successors in title hereby covenants with the Transferor that neither the Transferee or its successors in title will at any time make any claim or demand against the Coal Authority or its successors in title in respect of any destruction loss or damage of any nature or kind to the property or any part thereof by mine workings and Transferee will

C: Charges Register continued

keep the Coal Authority indemnified against such claims or demands"

- 7 (24.10.2001) A Transfer of the land tinted blue on the filed plan dated 21 September 2001 made between (1) Vineacre Limited (Transferor) and (2) Barratt Homes Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 8 (22.07.2002) The roads footpaths passages, driveways and turning areas are subject to rights of way.
- 9 (22.07.2002) The land is subject to rights of drainage and rights in respect of water and other services.
- 10 (22.07.2002) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of overhang protrusion and support and rights of entry for maintenance and repair of external walls and boundaries on the parts so edged and numbered.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 21 September 2001 referred to in the Charges Register:-

"13.4.1 The Transferee hereby covenants with the Transferor for the Transferee and its successors in title and so as to benefit the Retained Land and each and every part thereof and to bind the Property into whosoever hands the same may come to observe and perform the Transferee's Covenants

THE THIRD SCHEDULE

The Transferee's Covenants

1. Within one (1) month of the date hereof (but with the Transferee being entitled to such extensions of time as are necessary for matters beyond its control) and at the Transferee's cost to erect between the points marked A and B on the plan annexed hereto to the reasonable satisfaction of the Transferor a standard screen fence and to impose a covenant on the purchasers of the dwellinghouses abutting such boundary to be responsible for the maintenance of such fence PROVIDED ALWAYS THAT the Transferee shall not carry out any other works upon the Property until the fence has been erected

2. That in the course of developing the Property the Transferee shall at its own cost and within twelve (12) months of the date hereof (but with the Transferee being entitled to such extensions of time as are necessary for matters beyond its control) construct up to the Access Strip

2.1 an estate road to base course such road to be of a specification (including the provision of any visibility splays as necessary) as shall be approved by and acceptable to the Relevant Authority as an adoptable highway having a carriageway width of Five decimal point five (5.5) metres with two (2) One decimal point eight (1.8) metre footpaths but this shall not imply an obligation on the Transferee to construct a road of a capacity or category so as to serve the development of the Retained Land and to use all reasonable endeavours to enter into an agreement under Section 39 of the Highways Act 1980 for the adoption by the Relevant Authority and to maintain the same at its own expense until the same is adopted by the Relevant Authority

2.2 Drainage Systems of a size and specification as shall be approved and be acceptable to the Water Authority as a public sewer capable of serving the Property and to use reasonable endeavours to enter into an agreement under Section 104 of the Water Industry Act 1991 for the adoption by the appropriate

Schedule of restrictive covenants continued

statutory authority and to maintain the same at its own expense until the same are adopted and such other Services Installation for the provision of Services capable of serving the Property PROVIDED THAT (A) the Transferee shall only be obliged to lay and construct Drainage Systems and Service Installations on or under the Property of a sufficient capacity and at such depth so as to serve the residential development of the Property and (B) the Transferor shall be liable at its own cost for upgrading and improving any Service Installations for the provision of any Services to the Retained Land as shall be required and providing any pumping stations or other facilities that may be required for the discharge of foul and surface water from the residential development of the Retained Land or any part or parts thereof

3. Not to do or permit to be done anything on the Property likely to cause a nuisance or annoyance to the Retained Land or any part thereof or any occupiers thereof PROVIDED THAT this covenant (a) shall not prevent the carrying out by the Transferee of any works to be carried out by the Transferee in the development of the Property and (b) the occupation and use of the Property for residential purposes in a reasonable manner shall not be a breach of this covenant and PROVIDED FURTHER the Transferee shall not be liable for a breach of this covenant after it shall have parted with its interest in the Property or the part or parts thereof in respect of which a breach shall occur

4.1 Upon being called upon so to do by the Transferor at any time after whichever shall be the earlier of the date of completion of the residential development of the property and the date of expiry of a period of two (2) years after the date of this Transfer the Transferee will (with full title guarantee) transfer to the Transferor the freehold interest in the Access Strip free from incumbrances (other than those existing at the date of this Transfer)

4.2 Completion of such Transfer shall take place one (1) month after notice in writing shall have been given by the Transferor to the Transferee requiring the Transferee to transfer the Access Strip to it

4.3 In the Transfer the Transferor shall covenant at its own expense to maintain the Access Strip in a reasonable neat and tidy condition to the reasonable satisfaction of the Transferee and

4.4 The Transferor and the Transferee shall do all such acts and things and enter into such documentation as shall be necessary so that there shall be an enforceable agreement for the transfer of the Access Strip to the Transferor having regard to Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989

NOTE: The southern boundary of the land in this title falls between the points A and B referred to.

End of register